

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
TEXARKANA DIVISION

LARRY BROCK, *et al.*

v.

BASKIN-ROBBINS USA, CO, *et al.*

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U.S. DISTRICT COURT
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FINAL JUDGMENT

There being no just reason for delay, this Court, pursuant to its authority under Fed. R. Civ. P. 54 (b), hereby enters a partial final judgment. It is **ORDERED**:

I. On January 17, 2003, the Court entered its Summary Judgment Order disposing of Counts One (fraud), Two (fraudulent inducement), Three (breach of implied covenant), Four (promissory estoppel), Six (promissory estoppel), Seven (violation of Louisiana statutory law), Eight (breach of fiduciary duty under Mississippi law), Nine (violation of Texas statutory law), and Ten (tortious interference with contract). On August 15, 2003, the Court entered its Partial Findings of Fact and Conclusions of Law, resolving Counts Eleven (breach of fiduciary duty) and Twelve (conversion). In light of the foregoing, Judgment is hereby entered in favor of Defendants Baskin-Robbins USA, Co. and Baskin-Robbins Incorporated on Counts 1-4, inclusive, 6-12, inclusive, and 14 of Plaintiff's Seventh Amended Complaint. Accordingly, Plaintiff takes nothing, the action is dismissed on the merits, and Defendant may recover of Plaintiffs its costs of action.

II. Subject to Defendant's Motion for Entry of Judgment filed on March 3, 2004, Counts

I through IX of Defendants' counterclaims, with the exception of Count I against Plaintiff Flavio Olivarez only, be and hereby are, dismissed without prejudice with each side to bear their own costs with respect to these claims.

III. Defendants have agreed that they will never seek to enforce the post-expiration/post-termination Covenant Not to Compete contained in Plaintiff's Franchise Agreements and made the subject matter of Count Five of Plaintiff's Seventh Amended Complaint. Without deciding the merits of these claims in Count Five, the Court hereby incorporates this agreement as part of this Judgment. Count Five has been resolved by agreement of the parties and such agreement is enforceable as a part of the Judgment. The Court retains jurisdiction to enforce this portion of the Judgment.

SIGNED this 16th day of March, 2004.

A handwritten signature in black ink, appearing to read 'David Folsom', written over a horizontal line.

DAVID FOLSOM
UNITED STATES DISTRICT JUDGE